

File Caf. Contract
1982-83

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A G R E E M E N T

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION,

(MONMOUTH) COUNTY, NEW JERSEY

and

SERVICE EMPLOYEES INTERNATIONAL

UNION, AFL-CIO

(Cafeteria Workers)

X July 1, 1982 through June 30, 1983

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PREAMBLE

This AGREEMENT made and entered into this 18th day of October, by and between the MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION, Monmouth County, New Jersey, (hereinafter called the "Board"), and SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, (hereinafter called the "Union").

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union during the life of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all Cafeteria employees of the Matawan-Aberdeen Regional School District, including:

1. Cooks
2. Bakers
3. Assistant Cooks and Assistant Bakers
4. Leaders
5. Cafeteria Aides
6. General Workers (including Food Truck Helper)

The Board shall not abridge, add to, or change any section of this Agreement, except for any changes reached by mutual agreement, and the Board shall not enter into any separate agreements, covenants or contracts with any individual who is part of the bargaining unit, which would abridge, add to, or change this agreement.

Recognition continued:

B. Excluded from the bargaining unit shall be managerial executives, confidential employees, professional and craft employees, supervisors, and all other individuals employed by the Board not specifically enumerated above.

ARTICLE II

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees covered under this Agreement, dues for the Service Employees International Union, AFL-CIO, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the Union by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Union.

B. The Union named shall certify to the Board, in writing, the current rate of its membership dues. If the Union shall change the rate of its membership dues, it shall give the Board 30 days written notice prior to the effective date of such change.

The Board shall notify the Union of all official personnel actions that would affect the change of status of members of the bargaining unit. The Union shall certify to the Board, in writing

Article II - Deductions From Salary continued:

and within 30 days, the exact change, if any, that is necessary with regard to salary deductions.

C. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the Board in reliance upon said salary deduction authorization cards submitted by the Union to the Board.

ARTICLE III

PROBATIONARY PERIOD

A. The first twenty-two (22) working days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board may extend the probationary period for an additional twenty (20) working days justified upon notification to the Union.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of the newly engaged probationary employees if they are dismissed during the probationary period.

C. The first twenty-two (22) working days of employment in a new job title for any existing employee(s) will be considered a probationary period for the purpose of this Agreement. The Board may extend the probationary period for an additional twenty (20) working days upon written notification to the Union.

Article III - Probationary Period continued:

D. During the aforementioned probationary period, the employee's service in the new position may be terminated by the Board for any reason.

Upon such termination the employee shall be entitled to return to such position as his/her seniority shall determine.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Board hereby retains and reserves unto itself, without limitation, all legal powers, legal authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and other responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance to the citizens of the Matawan-Aberdeen Regional School District, and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union

Article V - Maintenance of Operations continued:

nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Board, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Board to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity

Article V - Maintenance of Operations continued:

for injunction or damages, or both, in the event of such breach by the Union or its members.

F. The Board Agrees that there shall be no lockout of employees nor undue denial of work.

G. When it is in the best interests of the Board and/or the schools to hold school open for pupil attendance in accordance with statutory provisions and/or in order to obtain state aid payments during any strike, work stoppage, slowdown, walkout or other job action by any employee or group of employees, the Board shall endeavor to include lunch periods for all pupils present at such time.

ARTICLE VI

NON-DISCRIMINATION

A. There shall be no discrimination by the parties against an employee on account of race, color, age, creed, sex or national origin.

B. No employee shall be discriminated against because of their membership in the Union, or because of any lawful activities by such employees on behalf of the Union.

ARTICLE VII

BULLETIN BOARDS

A. The employer shall permit the Union the reasonable use of bulletin boards for the purpose of posting notices, communications, or other information in connection with the Union and its activities.

ARTICLE VIII
MODIFICATION OF AGREEMENT

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties thereto.

ARTICLE IX
VISITATION

A. The Union, through its representatives, shall have access and the right to visit working areas of the school in the district where employees covered by this Agreement are assigned during normal working hours. However, the Union agrees that it shall not interfere with any working operations in the district, and shall notify the Cafeteria Manager in advance and shall register with the Building Administrator, or the designee of the Building Administrator.

ARTICLE X
SAFETY

A. The employer will insure that all conditions of work are maintained in a safe working environment, and further, that all safety devices and necessary equipment are supplied to maintain a safe environment. This includes equipment required by the various health codes and other applicable statutes.

B. A safety committee shall be established and made up of the Chief Steward and the Department Head. This committee may meet whenever called by a majority of the committee, but shall meet not less than once every four (4) months. The committee shall

Article X - Safety continued:

be responsible for inspection and implementation of all safety rules. The committee shall have the right to recommend all necessary provisions to insure the safe operation and protection of employees at the work sites.

ARTICLE XI

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XII

GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any alleged violation, misinterpretation, or misapplication of this Agreement, and may be raised by an individual, or group of individuals, the Union on behalf of an individual or group of individuals, or the Board.

B. The following constitutes the sole and exclusive method for resolving grievances between the parties over this Agreement, unless any step is waived or modified, in writing, by mutual consent of the Board and the Union, with the exception of Board-initiated grievances, which will proceed in accordance with Section C, and shall be followed in its entirety:

Article XII - Grievance Procedure continued:

Step One:

The aggrieved shall institute action under the provisions hereof within twenty (20) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty (20) working days shall be deemed to constitute an abandonment of the grievance. The immediate supervisor shall render a decision within five (5) working days after receipt of the grievance.

Step Two:

In the event that the grievance cannot be settled by Step One above, the written grievance may be filed with the Assistant Superintendent, or other person as designated by the Superintendent, within five (5) working days after the decision of the immediate supervisor.

The Assistant Superintendent shall have eight (8) working days within which to answer the grievance.

Step Three:

If such grievance is not resolved by Step Two above, the aggrieved shall within five (5) working days after the response from the Assistant Superintendent, submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within ten (10) working days from the receipt of the grievance, and shall have ten (10) working days thereafter to reach a decision with respect thereto. If the Superintendent requires more time to set up a hearing, he/she shall notify the Union in writing of the

Article XII - Grievance Procedure continued:

necessity for extending the matter to a future date, which shall not be excessive. A representative of the Union shall attend such hearing.

Step Four - Arbitration:

1. If the grievance cannot be satisfactorily adjusted within twenty-five (25) days at Step Three, the matter may be referred for final decision and determination to an impartial arbitrator by the employee and the Union.

2. Either party may refer the question to the New Jersey State Board of Mediation under whose Rules an arbitrator shall be chosen. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented that are involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

The costs for the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

3. The arbitrator shall set forth the findings of facts, conclusions of law, and reasons for making the award within thirty (30) days after the conclusion of the arbitration hearing.

4. The decision of the arbitrator shall be final and binding upon the parties.

C. The Board may institute action under the provisions of

Article XII - Grievance Procedure continued:

this Article within twenty (20) working days after the event giving rise to the grievance has occurred. Such grievance shall be filed directly with the Union and an earnest effort shall be made to settle the differences between the Board and the Union. If such grievance is not settled, it may be submitted directly to Arbitration. Such submission shall be made not later than twenty (20) working days following the failure of the parties to resolve the differences.

D. Failure in any step to communicate a decision within the specified time limit shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that Step. Failure to raise a grievance within the time limits herein, shall be deemed to be an abandonment of the grievance. Time limitations may be extended by mutual agreement of both parties involved and must be reduced to writing.

E. Members of the bargaining unit shall be entitled to have a representative of the Union present at any stage of the grievance procedure. The Union shall be notified of the decision at each Step.

ARTICLE XIII

WORK DAY, WORK WEEK, WORK YEAR

A. The work year for employees shall be on a ten (10) month basis, to be correlated with the amount of student days of which food service is provided as determined by the Board of Education, plus up to five (5) days before and/or after the student year, the actual number of days to be determined by the Cafeteria Supervisor.

Article XIII - Work Day, Work Week, Work Year continued:

B. It is understood that the Board may provide a summer food service program, in which event employees shall be selected by the Cafeteria Manager pursuant to Article XIV herein and shall work as required.

C. The work week shall consist of five (5) days, commencing on Monday through Friday.

D. The work day shall be based on actual hours worked.

E. Employees working from four (4) to six (6) hours shall be entitled to fifteen (15) minute paid rest period. Employees working six (6) hours or more shall be entitled to a total of a thirty (30) minutes paid rest period. This latter time period may be broken into two (2) separate rest periods.

F. If an employee is required to attend a meeting by the Board, such employee shall be paid at their regular straight time rate for such attendance.

ARTICLE XIV

OVERTIME AND PREMIUM PAY

A. Employees working in excess of forty (40) hours per week and/or at catering functions outside their regularly scheduled hours shall be compensated at the rate of time and one-half (1-1/2) their regular pay.

B. Hours of work shall not be reduced during an established work week or work schedule solely for the purpose of avoiding overtime payment.

C. Overtime shall be divided as equally and as equitably

Article XIV - Overtime And Premium Pay continued:

as possible to all union members of the bargaining unit, provided they are qualified to do the work. The principle of seniority will be utilized in determining the selection of employees for overtime work on a building-wide and classification-wide basis. The most senior employee shall be offered overtime next in a cycle of rotation until the list is exhausted. The cycle will then return to the most senior employee. Any employee refusing overtime in their turn shall lose their place on that cycle of the overtime list, and shall not be eligible until the next turn on the list.

D. Overtime shall be paid during the month following that in which the overtime is worked.

E. Whenever possible, overtime scheduled shall be posted the day before such overtime is scheduled. Employees working overtime shall be permitted to make such necessary notification to their homes and families.

F. Employees shall be expected to work a reasonable amount of overtime when requested.

ARTICLE XV

SENIORITY

A. Seniority shall be defined as length of continuous service in the bargaining unit and shall begin with the first day of employment.

1. In the case of making layoffs, the Board agrees to use seniority to the greatest extent possible.

2. In the case of promotions or voluntary transfers,

Article XV - Seniority continued:

the Board agrees to promote or transfer the most senior employee, provided that employee has the ability and qualifications to do the work. If at the end of a probationary period the Board decides that a promoted or voluntarily transferred employee cannot do the job, that employee shall be returned to the job which the employee was promoted or transferred voluntarily with no loss of seniority.

3. Seniority shall be ended by:
 - a. a voluntary quit;
 - b. a discharge, if sustained.
 - c. Failure to return to work in accordance with the terms of an approved leave of absence.
 - d. A layoff for a period of twelve (12) months
(Preference shall be given in the event of an application for a vacancy).

ARTICLE XVI

HEALTH BENEFIT INSURANCE

A. The Board agrees to provide, for each employee (and the immediate family) who works twenty (20) hours or more per week, full coverage in the New Jersey Public and School Employees Health Benefit Plan at no cost to the employee. This Plan consists of Blue Cross, Blue Shield, Rider J coverage, plus supplementary Major Medical coverage.

B. The Board agrees to provide, for each employee (and the immediate family) who works twenty (20) hours or more per week, up to Ninety (\$90.00) Dollars for a prescription plan.

Article XVI - Health Benefit Insurance continued:

C. The Board agrees to provide, for each employee (and the immediate family) who works twenty (20) hours or more per week, up to two hundred and thirty-two Dollars and fifty-six cents (\$232.56) for a Dental Plan.

D. The Board reserves the right to deny insurance coverage where an employee and his/her family is already covered by substantially similar coverage. This is not intended to abridge or deny coverage, but is intended to avoid duplication and unnecessary payments.

E. The Board reserves the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XVII

CLOTHING

A. The Board shall provide to each regular kitchen worker a One-Hundred (\$100.00) Dollar clothing allowance. Aides are not eligible for this allowance.

ARTICLE XVIII

TRAVEL ALLOWANCE

A. Any employee who is required to utilize their own vehicle, or is requested to perform work at another location, shall receive a mileage allowance at the rate of nineteen (19¢) cents per mile, or be reimbursed the appropriate fee for use of public transportation, if necessary. In the event that agreement is reached with any other bargaining unit at a higher rate, then that rate shall also apply to this group.

ARTICLE XIX

LEAVES

A. 1. Upon written notice to the employer, an employee may apply for a leave of absence of up to sixty (60) days. The application shall specify the requested length of time for the leave. Employees on leave are expected to return upon expiration of a leave. If an extension is to be requested by the employee, that employee shall give a minimum of fifteen (15) days notice of such request. In the event of extenuating circumstances, the notice period shall be reduced.

2. The leave may be extended by mutual agreement of the parties.

3. All leaves must be approved by the Board of Education.

B. Regular ten (10) month employees shall be granted up to ten (10) days sick leave each year, which shall be cumulative from year to year. Sick leave is accrued at the rate of 1 day per month for new employees. Existing employees shall be credited with up to 10 days per each new contract year; however, notwithstanding any other sick leave provisions in this contract, any employee who terminates his/her employment or is terminated prior to the end of a school year shall have a day deducted for each month (and/or greater portion thereof) that the employee will not be working. An intended absence shall be reported as soon as such intention is known to the employee.

C. 1. Any employee who is absent for five (5) consecutive days or more may be required to submit a note from his or her doctor showing that such employee is fit and able to return to work.

Article XIX - Leaves continued:

2. (a) Should there be reasonable cause therefore, an employee at any time may be requested to submit to an appropriate examination by a Board-designated doctor at Board expense and upon reasonable notice.

(b) At the option of the employee the examination may be made by a physician of his/her own choosing, approved by the board.

D. 1. All non-used sick days for a given year are applied to a bank.

2. When the total number of days reaches 60 then the Board will, at the end of the calendar year, reimburse a person for all days not used at the rate of 50% of their daily rate of pay that are over and above the 60 days and all such days shall then be forfeited.

3. When an employee leaves the district, except for a voluntary quit or disciplinary dismissal, the Board shall pay an amount equal to 60% of the daily rate of pay for each day in the bank, up to 60 days.

4. Any employee who has more than 60 days in the bank at the time that this contract is executed, shall be paid 50% of the daily rate of pay for each day above 60 days.

5. In no case shall the Board carry more than 60 days.

6. This entire section of the contract shall be reviewed during future negotiations and may be requested to be deleted by either the Union or the board.

ARTICLE XX

POSTING OF VACANCIES AND PROMOTIONS

A. In the event that a vacancy exists or promotional opportunity is available, such vacancy or opportunity shall be posted in writing for a period of ten (10) working days. Selection of employees to fill the vacancy shall be governed by seniority, provided the applicants are equally qualified. Employees shall be eligible to bid for lateral or higher positions.

B. In the case of new or vacant positions in the "kitchen worker" category which arise after June 30, 1978, qualified aides shall be given the first opportunities for the first three (3) positions in such category. The fourth (4th) such vacancy or opening may be offered to a non-employee, at the Board's option, and further such opportunities shall be offered to aides, and then non-employees (at the Board's option) on an alternating basis: Example - six (6) openings - first three (3) to aides, fourth (4th) to Board's choice, fifth (5th) to aide, sixth to Board's choice, etc.

C. Should a vacancy occur at term end, or if a vacancy becomes known during the summer layoff, all employees will be notified by mail by the Union who in turn shall have been notified by registered letter by the Board. The Board shall also post said vacancy on all appropriate bulletin boards and in one area newspaper.

ARTICLE XXI

TRANSFERS AND REASSIGNMENTS

A. No transfers or reassignments will be made for disciplinary purposes.

B. An employee, for reasons of hardship, may request a transfer or reassignment. The Board agrees that it will make

Article XXI - Transfers And Reassignments continued:

reasonable efforts to accommodate such employee.

ARTICLE XXII

SUCCESSORS AND ASSIGNS

A. This Agreement shall be binding upon the successors and assigns of the parties.

ARTICLE XXIII

JURY DUTY

A. When a member of the bargaining unit is summoned for jury duty, the Board shall grant such employee time off for jury duty and will pay the employee the difference between his/her jury duty pay and the regular straight time hourly rate for the regularly scheduled hours of work.

ARTICLE XXIV

BEREAVEMENT LEAVE

A. In the case of the death of a parent, brother, sister, husband, wife, child, or a relative who is a member of the immediate household of the employee, members of the bargaining unit will be excused without loss of pay from the day of the death to the day after the funeral, inclusive, provided the absence does not exceed five (5) school days.

B. In the case of a death of any of the following current relatives, the employee shall be excused for the day of the funeral without loss of pay: Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Son-in-law, Daughter-in-law, Grandmother, Grandfather,

Article XXIV - Bereavement Leave continued:

Grandchild. In the event that any of the above are members of the immediate household, then the 5 day clause in paragraph A shall become effective.

ARTICLE XXV
GUARANTEED HOURS

A. Employees who report to work without having been notified that the cafeteria is closed, shall be guaranteed either one-half (1/2) their scheduled hours work or pay in lieu thereof. Closing whistle and/or radio notification that school is closed shall constitute adequate notification.

B. Once employees begin their scheduled shift, they shall be guaranteed work or pay in lieu thereof for the duration of their scheduled hours, even upon the closing of the cafeteria.

C. The decision whether an employee shall be excused or shall work will be at the Supervisor's discretion.

ARTICLE XXVI
HOLIDAYS

A. All employees of the bargaining unit shall be entitled to eleven (11) paid holidays during the 1982-83 school year.

B. Payment shall be based on individual employees regularly scheduled hours.

Listed below are the 11 paid holidays for the 1982-83 school year;

1982-83

1. Columbus Day
2. Thanksgiving Day

Article XXVI - Holidays continued:

3. Day after Thanksgiving
4. Christmas Day
5. New Year's Day
6. Martin Luther King's Birthday
7. Lincoln's Birthday
8. Washington's Birthday
9. Good Friday
10. Memorial Day
11. Veteran's Day

C. Alternate days may be scheduled, by Board action on the School Calendar, for the above dates.

ARTICLE XXVII

WAGES

A. All employees of the bargaining unit shall receive a forty (40¢) cents per hour increase over the 1981-82 base rate, effective September 1, 1982.

B. Any employee who works in a higher classification for a minimum of a full day shall receive the rate of that classification for the hours so worked.

C. Aides shall be paid for all hours worked, including those hours beyond their regularly scheduled hours, provided such work is authorized by their supervisor.

D. All employees shall be compensated at their regular rate of pay for any training required by the Board of Education. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

E. All leaders shall receive an additional increase of thirteen (13¢) cents per hour, effective September 1, 1982.

Article XXVII - Wages continued:

F. All workers working less than twenty (20) hours per week shall receive an additional thirteen (13¢) cents per hour, effective September 1, 1982.

G. The cook shall receive an additional increase of five (5¢) per hour, effective September 1, 1982.

ARTICLE XXVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of July 1, 1982, and shall be in effect to and including June 30, 1983. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Matawan, New Jersey, on this 18 th day of October, 1982.

SERVICE EMPLOYEES INTERNATIONAL
UNION, AFL-CIO

By:

[Signature]
Lois Miller

Witness:

[Signature]
Janette Mitchell
[Signature]
Lina Socchione

MATAWAN-ABERDEEN REGIONAL BOARD
OF EDUCATION, MONMOUTH COUNTY

By:

[Signature]
[Signature]
[Signature]
[Signature]